

INDEX

- Abrams, Ruth (Judge), 19
 acceptance(s), 22–28, 47, 191
 acceptance by shipment, 249
 accord and satisfaction, 189–194, 198
 acts of God, 81–84, 141
 adhesion contracts, 38–39, 42
 advertisements, 20–23, 26–27, 35–36, 47
 Aftermath Records, 144–148
 agreed damages. *See* liquidated damages
 agreement to agree, 178
 ambiguity, 174
 American International Group
 (AIG), 88–93
 amnesty clauses, 86–88, 233–239
 Andrews, William (Judge), 8
 Angelou, Maya, 175–179
 annuity contract, 49–55
 Anschutz, Philip, 179–184
 arbitration, 213
 Arden, Elizabeth, 172
 Arenas, Gilbert, 96
 Arizona State University, 94
 assent, 32–37, 45, 54, 62, 101, 129, 235
 assignment, 225–229, 239
 assurance of due performance, 209, 211
 Aurand, Scott, 168
 Avery Fisher Hall, 98–99
 avoidable damages, 114, 121
- Baer, Robert, 136–140
 Bank of America, 94
 bargain, 5–7, 16–17. *See also* consideration
 Basquiat, Jean–Michel, 173
 Bass, Lee M., 97
 battle of the forms, 249
 Beatles, The, 111–112
- Behrakis, George, 94
 Berg, Sharyn, 85–88
 Berkson, Adam, 37–42
 Bernstein, Jed, 99
 Besencon, Laurent, 191
 best interests of the child
 (standard), 68–72
 bilateral contract, 30, 244
 blackmail, 55–58
 Blank, Laura, 73–81
 Bloomberg, Michael, 185
 “Boardwalk Empire,” 107
 Boston Museum of Fine Arts, 94
 Boston Symphony Orchestra, 105–106
 Boston University, 15–20
 Bovis Lend Lease, 185–189
 Breach. *See also* conditions
 costs avoided by, 113–114
 lost volume despite, 114–116
 mitigation of, 112–117
 partial versus total, 208–211
 remedies for breaching party, 216
 willful, 218–220
 browse-wrap, 40
 Brown, Frank Reginald “Reggie,” 11–13
 Bullock, Sandra, 213–220
 Busch family (St. Louis), 94
 Bush, George W., 148
- Cablevisión, 225–229
 capacity, 85–88
 Cardozo, Benjamin (Judge), 6, 8, 9,
 177–179, 183, 216, 219, 220
 Carolina Panthers, 94
 Case, Justin (Scott Aurand), 167
 case method, 3–4, 9

- caveat emptor (“let the buyer beware”), 75, 78–83, 100
- CBS, 148–150
- cell phone service contracts, 117–122
- certainty (of damages), 104–107, 110, 119–120, 121
- charitable pledges, 17–19
- Chase, David, 136–140
- Chicago Bulls, 55–56
- child entertainers, 88
- children, 86–88
- Citigroup, 93–96
- Clark, Dick, 150–154
- Cleveland Plain Dealer, The, 43–48
- click-wrap, 40–41
- co-habitation, 59–63
- Cooley LLP, 12
- commercial contracts, 114–116, 175–179, 182–184, 199–203, 226–232
- common law, 4, 9, 69–71
- compensation
 - purpose of damages, 103, 109–112, 114, 118–121, 124, 143
 - in restitution, 128–129, 132, 143
- conditions, 199–220
 - assurance of due performance, 208, 210
 - business performance, 122–123
 - constructive, 206–208
 - divisibility and, 215–216
 - forfeiture and, 202, 215–217
 - implied, 206–208
 - interpretation of, 199–203, 206–207, 212
 - order of performance, 203–208
 - perfect tender rule, 216, 273n27
 - performance and partial breach, 208–210
 - personal satisfaction (of), 271n14
 - promises compared, 199–203
 - simultaneous performance, 122–125
 - substantial performance, 213–220
 - waiver of, 96
- confidentiality, 46–47, 55–58
- consent, 226–228
- consequential damages, 105–106
- consideration
 - adequacy of, 50–51, 53
 - bargained-for, 6–7, 16–19, 26, 45, 53
 - exclusive dealing context, 175–179
 - forbearance, 57–58
 - formality of, 16
 - gambling contracts, 65
 - gift compared, gratuitous promises, 17–20, 57, 127–136
 - good faith dispute settlement, 191–193
 - good faith duty supplying, 175–179
 - gratuity compared, 17–20, 56, 127–136
 - love and affection, 54–55, 60–62
 - meretricious, 61
 - moral obligation, 130, 133–136
 - nominal, 54–55, 71
 - past, 133–136
 - preexisting duty, 187–189
 - reliance compared, 7–9, 16–20, 44–45, 47
 - unconscionability compared, 49–55
 - waiver and, 211–212
- construction contracts, 113–114, 118–119, 184–189, 192–193, 207–208, 209, 213–220
- constructive conditions, 206
- constructive discharge, 90–91
- consumer contracts, 33–37, 112–122, 233–239
- contra proferendum, 153, 266n9
- contract drafting. *See also* words and phrases
 - anticipating impasses, 184
 - anticipating technological change, 147
- contract formation. *See* formation
- Corbin, Arthur, 6–8
- corporate policies, 43–47
- Cosby, Bill, 97, 256n13
- cost avoided (on breach), 113–114
- cost of completion, 217–219
- cost-plus contract, 214
- Costner, Kevin, 199–203
- costs of contract disputation, 67, 117, 140, 147, 184
- counteroffer, 30, 244–245
- course of performance and, 154
- covenant not to compete, 196–197
- Cronkite, Walter, 150
- cross-defaults, 91
- Cruz, Penelope, 180
- Cuomo, Andrew 89
- Curry, Ann, 24
- Cussler, Clive, 179–184
- damages, 102–126. *See also* remedies;
 - specific performance
 - avoidable, 114, 121
 - certainty, 104–107, 110, 119–120, 126

- consequential, 105–106
 cost of completion, 217–220
 delay, 118–119
 difference in value, 217–220
 emotional distress, 109–110
 expectancy, 103–104, 113
 foreseeability, 106, 110, 126
 liquidated, 117–122, 196–197
 lost profits, 103, 104, 106, 110, 114, 120, 121
 lost volume seller, 114–116
 market measures, 113
 mitigation, 112–117, 195–196
 new business rule, 104
 off-contract, 145–147
 pain and suffering, 109–110
 pre-contractual reliance damages, 106–107
 punitive, 109–110
 reliance, 106–108, 111, 202, 211
 restitution (see in this index)
 tort, compared, 109–112
 “Dances with Wolves,” 199
 Daneshjou, Benny, 214–220
 “Dateline NBC,” 24–27
 definiteness, 22, 63, 132, 138, 143, 177–178
 Dempsey, Jack, 106
 Detmers, Peggy, 199–203
 Deutsche Bank, 81–85, 184–187
 difference in value, 217–220
 disclaimer (of reliance), 152
 discretion, 180, 183–184, 195, 198, 200
 divisibility, 215
 divorce, 62, 74, 163, 165, 167
 Donovan, David, 112
 drafting of contracts. *See* contract drafting; words and phrases
 Dumas, Cliff, 167–173
 duress, 189
 duty to read, 34–35, 39, 236
- early termination fees, 117–122
 Easterbrook, Frank (Judge), 36
 electronic contracting, 38, 42–43, 144–148, 173
 Eminem (Marshal Mathers), 144–148
 employee handbook, 43–45
 employment agreements, 43–45, 88–89, 119–120, 171–172
 employment at will, 43–45
- emotional distress, 109–110
 Enron Corporation, 96
 entertainment contracts, 19, 85–88, 102–108, 116–117, 140–142, 144–155, 167–171, 179–181, 189–198, 203–213
 equitable remedies, 108, 123–124, 133, 165
 estoppel, 252n17
 “except as ...,” 150
 exclusive agency agreements, 175–179, 227–229
 exculpation. *See* amnesty clause
 excuses, 91
 duress, 189
 fraud, 58
 frustration of purpose, 82, 83, 91
 illegality, 41–44 (blackmail), 49–52 (gambling)
 impossibility, 7, 81–85, 91, 101, 170
 impracticability, 82–83
 incapacity (infancy, mental illness), 85–88
 mistake, 7, 73–82, 91, 101, 165–166, 170, 174, 198
 public policy, 67–71 (human reproduction)
 unconscionability, 49–55
 warranty, 78–79
 expectancy (damages), 103, 105, 108, 112, 119, 124
 extortion, 55–56
 extra work, 184–189
 extrinsic evidence, 157, 162
- Facebook, 1, 14, 29, 40–41
 family member rule, 130
 family members, 54, 127–130
 FedEx (field), 94
 Feinberg, Kenneth, 92
 50 Cent (Curtis Jackson), 59–63
 firm offers, 244, 249n1
 Fisher, Avery, 98–99
 Fisher, Charles Avery, 99
 Fisher Electronics Co., 98
 Fisher, Nancy, 99
 fixed costs, 120
 fixed price contract, 185, 214
 Fonda, Jane, 169–170
 force majeure, 81–85, 101, 105, 141–142
 formalism (formalist) approach to contracts, 6, 7, 8, 47, 71, 100
 formality, 16–17

- formation (of contract), 14–48
 acceptance, 22, 23, 24, 27, 37, 45, 47, 191
 consideration (see in this index)
 definiteness, 22, 63, 132, 138, 143, 177–178
 mutual assent, 32–37, 45, 62, 129, 235
 offer, 22–24, 27, 33, 36, 66
 unilateral contract, 25–33
- foreseeability
 of damages, 105, 110, 125
 of reliance, 16, 17, 18
 of risks, 82–84
- forfeiture, 202, 215–216
- forum selection clause, 39, 40
- four corners rule, 7–8, 145, 173
- Franklin, Aretha, 19
- Fraud
 basis for showing mistake, 73–74, 165–166
 excuse from contract, 58, 91
 factor in damages, 219
 in the inducement of a contract, 58
 relationship to breach of contract, 109–112
- freedom from contract, 5–6, 225, 239, 241
- freedom of contract, 5–6, 48, 71–72, 86, 101, 118, 197, 225, 234, 235, 239, 241
- frustration of purpose, 82, 83, 91
- Fusari, Rob, 189–194
- gambling, 63–67
- gaps in contractual expression, 181, 183, 195, 197, 198
 exclusive agent context, 175–179
 good faith as filler, 178, 183, 195
 incomplete contracts, 178
 silence concerning assignment, 227–228
- Geffen, David, 100
- Germanotta, Stefani (aka Lady Gaga), 189–194
- gift promises. *See* gratuitous promises
- gifts, 5–7, 14–19, 47, 48, 54, 65, 97, 100, 127, 130, 200, 240n1
- Gilmore, Grant, 253n26
- Gogo, 37–43
- Golden Globe Awards, 150–155
- good faith
 as consideration generally, 57–58, 175–179
 as consideration in dispute settlement, 57–58, 192–194
 exercising discretion, 180, 183–184, 195–198, 200
 express terms and, 179–184
 factor in damages, 219
 implied duty of, 175–179, 227–228
- good Samaritans, 127
- goods, definition of, 248
- goods, transactions in, 169, 247–250
- gratuitous promises, 17–21, 56, 127–136
- gross negligence, 234, 237
- grubstake contracts, 52
- Guarnerius, Joseph, 78
- Hairtech International, 109–112
- Hallmark Greeting Card Co., 175–179
- handshakes, 11, 47
- Harriet jet, 20–24
- Heló, Carlos Slim, 226
- Herbert, Vince, 191
- Hilton, Paris, 102–112
- Hobbit, *The* (Tolkien), 155, 158–159
- Holliday, Jennifer, 19
- Hollywood Foreign Press Assn., 150–155
- Holmes, Oliver Wendell (Judge), 6
- Holmes, Pat, 13
- Houseman, John, 110
- Houston Astrodome, 94
- Houston Texans, 94
- Hurricane Katrina, 81
- hyperbole, 28, 92
- IBP, 122–125
- illegal bargains, 55–58, 63–67
- implied conditions, 206
- impossibility, 1, 7, 81–85, 91, 101, 170
- impracticability, 82–83
- indefiniteness, 22, 63, 132, 138, 143, 177–178
- infancy (doctrine), 85–88
- Infinity Broadcasting, 167–173
- inquiry notice, 38, 42
- insurance contracts, 202–203
- integration, 152
- integration clause, 152
- intent
 conditions and, 203–213
 consideration suggesting, 54–55
 determination of, 44–45 (employee handbook cases), 45–47 (corporate and web policies)
 expectation of payment and, 133, 135
 implying duties, 177–179

- interpretation and, 145–150, 152–154,
 163–167, 171–174
 family relationship and, 130
 meeting of the minds, 34
 misunderstanding, 34–35
 objective manifestations, 34–35, 47
 risk allocation and, 73–85
 subjective, 33
 third parties, 221–224
 interference with contract, 229–230
 interpretation
 ambiguity, 145
 conditions and promises, 199–203, 212
 conflicting meanings, 149–150
 construction compared, 184, 266n9
 construing contract as a whole, 153
 contra proferendum, 153, 266n9
 course of performance and, 153–154
 implication given silence, 227–228
 linguistic cues, 145–147, 150, 201–202
 meaning of words, 16–17, 21, 45, 177,
 195, 203
 multiple documents, 171–173
 parol evidence rule, 152–153
 plain meaning rule, 144–148,
 149–150, 173
 technology changes and, 147
 invitations to negotiate, 29–30, 243
 Island Def Jam, 191
- Jackson, Curtis (aka 50 Cent), 59–63
 Jackson, Mahalia, 19
 Janeway, Katie, 233–239
 jesting (jokes), 23–24
 Johnson, Lyndon, 41
 Jordan, Michael, 55–58, 114–115
 JP Morgan, 225–229
 judicial decisions, 3–4, 9
- Kennedy, John F., 93
 Kennedy, Robert F., 93
 Kerry, John, 148
 King, Coretta Scott, 15–20
 King, Dr. Martin Luther, Jr., 15–20
 Kirkendall, Ann, 247
 Kirkendall, Dee Franklin, 247
 Kolodziej, Dustin, 25–27
 Kucinich, Dennis, 93
- Lady Gaga (Stefani Germanotta), 189–194
 Langdell, C. C., 3, 4, 6, 9
 “law in action,” 9
- lease agreements, 82–83, 123–125
 legislation. *See* statutory law
 Lehman, Irving (Judge), 8
 Leno, Jay, 103, 194, 196
 Lerner, Sandra, 13–14
 Leslie, Ryan, 29–30
 Letterman, David, 56–57, 103, 194
 Lewis, Butch, 175–179
 Lincoln Center, 98–99, 261n50
 liquidated damages, 118–122, 196–197
 loan agreements, 50–52, 84–85, 225–229
 Lord of the Rings, The (Tolkien), 158, 159
 L’Oréal, 14
 Lorre, Chuck, 204–205, 208–213
 Los Angeles Dodgers, 163–167
 lost profits, 103, 104, 106, 110, 113,
 120, 121
 lost volume seller, 114–116
 lottery contracts, 63–67
 Louisiana State University, 119
 Lower Manhattan Development Corp.
 (LMDC), 184–189
- MacLaine, Shirley, 116–117
 Madison Square Garden, 94
 Madoff, Bernard, 73
 mailbox rule, 31, 244–245
 Major League Baseball, 163
 “Malcolm in the Middle,” 85–88
 Mansfield, Lord (Judge), 271n10
 market-contract difference, 112
 Marvin, Lee, 61, 63
 master of the offer, 36
 material adverse change, 122
 Mason, James Cheney, 24–27
 Mathers, Marshal (aka
 Eminem), 144–148
 McConaughy, Matthew, 180
 McCourt, Frank & Jamie, 163–167
 meeting of the minds, 34
 mental incapacity, 86
 “Merchant of Venice,” “The,” 3, 125
 Mercury, Freddy, 190
 merger agreement, 122–125
 merger clause, 152
 minors, 85–88
 Miramax, 158–160, 267n16
 mirror image rule, 30, 245
 misrepresentation, 86, 90
 mistake, 73–81
 misunderstanding, 21, 116
 mitigation, 112–117, 195–196

- mode of acceptance, 244, 245
 modification
 accord and satisfaction, 189–194
 adjustments, 194–198
 preexisting duty rule, 184–189
 waiver, compared, 212
 Moët-Hennessy Louis Vuitton, 14
 morals clause, 95–96
 moral obligation, 130, 134–136
 Murphy, Robert Cornelius, 11–13
 mutual assent, 32–37, 45, 62, 129, 235
 mutual mistake, 73–81
- naming rights, 94, 95, 99, 100
 NBC, 194–197
 Netscape Communications, Inc., 33–34
 new business rule, 104
 New England Patriots, 93, 229–232
 New Line Cinema, 158, 267n16
 New York Mets, 93
 New York Yankees, 93
 nominal consideration, 54–55, 256n10
 non-compete clause, 196–197
 non-disclosure, 91, 258n7
 notary, 16, 17, 253n6
 “notwithstanding ...,” 145–147
- Obama, Barack, 89, 92
 objective manifestations of intent, 34–35, 47
 O’Brien, Conan, 194–198
 occurrences (under insurance policies),
 156, 157
 off-contract remedies, 145–147
 offer(s)
 advertisements as, 22–24
 knowledge requirement, 33
 master of the offer, 37
 of rescission, 79
 for unilateral contract, 32
 officious intermeddler, 128
 open price term, 249n3
 order of performance, 203–208
 Osborne, John Jay, Jr., 110
- pacta sunt servanda (“promises are kept”),
 82, 100, 134–135
 Pafundi, Robert, 86
 palimony, 59–63
 “Paper Chase,” “The,” 110
 Parker, Amelia, 177
 parol evidence rule, 7–8, 146, 149,
 152–155, 166–167, 173
- partial breach, 208–211
 partnership, 14, 260n28
 past consideration, 133–136
 paternity, 55–58
 patrimony, 59–63
 pay or play clause (aka play or pay clause),
 148–150, 203–206, 263n20
 penalties, 117–122
 Pepsico, Inc., 20–24
 perfect tender rule, 215, 273n27
 personal satisfaction (conditions
 of), 272n14
 plain meaning rule, 144–150, 173
 Poe, Ted, 93
 power of acceptance, 31, 243, 244, 245
 pre-existing duty (rule), 187–189
 preliminary negotiations, 167–169,
 172–173
 prevention, 82
 Princeton University, 97, 98, 252n13, 261n49
 ProCD, 36–37
 promissory estoppel, 7, 17, 19, 44, 168, 172
 promotional contracts, 102–107, 109–112,
 175–179, 189–192
 prostitution, 61, 63
 public interest, 4, 5, 7, 72, 111, 235,
 237–238
 public outrage, 88–93
 public policy. *See also* statutory law
 child rearing, 67–72
 child support, 57
 extortion (and confidentiality),
 56, 256n13
 forfeiture (avoiding), 202
 good faith, 181
 infancy doctrine, 86
 moral hazard, 237–238
 performance (promoting), 208, 271n10
 releases (from liability), 235–238
 reliance (protecting), 202
 settlements (promoting), 191,
 197–198, 271n10
 tort law, 111, 234, 237–238
 puffery, 24
 punitive damages, 109–110
- quantum meruit, 139–141, 166
 quasi contract, 129, 138, 215
 quid pro quo, 16
- Rakoff, Jed (Judge), 228–229
 Rather, Dan, 148–150

Index

287

- Reagan, Ronald, 36, 259n14
 real property contracts, 54, 123, 166–167, 201–202, 206–207
 Redgrave, Vanessa, 105–106
 Reed, Robert, 107
 reformation, 163–167
 Reid, L.A., 191
 rejection, 31, 243, 244, 245
 releases (from liability), 86–88, 233–239
 reliance
 as basis for liability, 7–9, 16–20, 44–45, 47
 as basis for remedy (damages), 106–108, 111, 202, 211
 pre-contractual reliance damages, 106–108
 Reliant Energy, 94
 remedies, 102–126
 damages (see in this index)
 equitable, 108, 122–125, 165
 reformation, 163–167
 rescission, 65, 74–77, 79–81
 restitution (see in this index)
 specific performance, 122–125
 rescission, 65, 74–77, 79–81
 restitution, 127–143
 absent contract, 108, 129
 for benefit conferred, 108
 breaching party entitled to, 216
 compensation by, 128–130, 132, 138, 143
 equitable remedy, 108
 moral obligation, 130, 134
 officious intermeddlers, 128
 past consideration, 133–136
 quantum meruit, 139–140, 166
 quasi-contract, 129, 138
 volunteers, 128, 131–133
 unjust enrichment, 142, 143, 165
 revocation of offers, 244, 245
 reward cases, 26–27
 risk allocation
 assignment, 225–229
 conditions, 199–213
 impossibility, 81–85
 mistake, 73–81
 pricing method, 184–189, 213–220
 unconscionability, 55
 Robertson, Charles and Marie, 97, 98, 261n49
 Robinson, Jackie, 95
 rolling contract, 35–37, 246n69, 255n37
 Rosenthal, Richard, 169
 Saffold, Shirley Strickland, 43, 47
 Sandomir, Richard, 93
 Sarubin, Joshua, 191
 Schaefer Brewing Company, 93
 scrivener's error, 163–167
 scroll-wrap, 40, 42
 seal, 16, 18, 47, 253n6
 self-help, 209, 220
 September 11, 2001, 46, 155, 184
 sequential performance (conditions), 122–125
 Shakespeare, William, 3, 125
 Sheen, Charlie, 204–205, 208–211
 shrink-wrap, 255n40
 signatures, 3, 17, 19
 electronic, 173
 statute of frauds, 173
 sign-in-wrap, 40, 42
 Silverstein, Larry, 163–167
 Silverstein Properties, Inc., 156, 157
 Simkin, Steven, 73–81
 simultaneous performance, 122–125
 “60 Minutes,” 148–149
 Sirius XM, 155, 160, 161, 162, 163, 267n17
 Snapchat, 11–12, 253n1
 Snow, Barbara Fisher, 99
 Snyder, Dick, 150–155
 social control, 5–6. *See also* public interest; public policy
 “Sopranos,” “The,” 136–140
 Sotomayor, Sonia (Justice), 35
 Sparks Regional Medical Center, 247
 specific performance (remedy), 122–125
 Spelman College, 97
 Spiegel, Thomas, 11, 12, 13
 Spitzer, Eliot, 185
 Springer, Ashton, 19
 Sprint, 117–122
 stadium naming rights, 93–100
 stare decisis, 4, 252n9
 Starland, Wendy, 190
 start-up businesses, 12–14
 statute of frauds, 167–174
 statute of limitations, 134
 statutory law
 child adoption and surrogacy, 69–70
 child entertainers, 87
 executive compensation, 92
 gambling, 65
 infancy doctrine exceptions, 260n30
 maternal child custody, 58

- statutory law (*cont.*)
 paternal child support, 57
 privacy, 33
 prostitution, 61
 releases from tort liability, 234, 238
 statute of frauds, 167–173
 statute of limitations, 134
 ticket scalping, 230–231
 uniform commercial code, 251n8
 usury, 50–51
- Stern, Howard, 155, 160–163
 Stewart, Rod, 140–143
 stipulated remedies. *See* liquidated damages
 Stradivari, Antonio, 78
 Stravinski, Igor, 105
 StubHub, 229–232
 subjective intent, 23, 28
 substantial performance, 213–220
 supply agreements, 221–225
 surrogacy contracts, 67–71
- Tate Britain Museum, 20
 termination clause, 95–96
 terms of use, 36–47
 third-party beneficiaries, 221–225
 Tobriner, Matthew (Judge), 235
 Tolkien, J. R. R., 158, 159
 “The Tonight Show,” 103, 194–198
 tortious interference with contract, 229–232
 torts
 contractual limitations on, 233–239
 fraud and contract, 109–112
 interference with contract, 229–232
 remedies for, 109–111
 Traylor, Craig Lamar, 85–88
 Traylor, Meshiel, 85–88
 Trump, Donald, 81–85
 Tunney, Gene, 106
 “Two and a Half Men,” 203, 208, 210
 Tyson Foods, 122–125
 Tyson, Mike, 59, 175
- unanticipated circumstances, 184–189
 unconscionability, 49–55
 uniform commercial code, 251–252,
 251n8
 unilateral contract, 25–30
 United Blood Services, 247
 University of Washington, 94
 Uniform Commercial Code, 247
 United Nations Convention on Contracts
 for the International Sale of Goods
 (CISG), 249
 unjust enrichment, 108, 142, 143, 165
 Urban Decay, 13–14
 usury, 50–51
- Vanderbilt University, 119–120
 variable costs, 120
 Vivendi International, 144–148
 volunteers, 127–136
- Waits, Tom, 182
 waiver, 211–213
 Wake Forest University, 175
 Wal-Mart, 221–225
 Ward, David, 180
 Warner Brothers, 203–213
 warranty, 78–80
 Washington Capitals, 95
 Washington & Lee University, 212
 Washington Mutual, 94
 Washington Redskins, 94, 112–117
 Washington Wizards, 95
 web site policies, 43–48
 Weinstein, Jack (Judge), 41–42
 Wells Fargo, 94
 willful breach, 218–219
 Williston, Samuel, 6–8
 Wills, Harry, 106
 Wonder, Stevie, 3
 Wood, Kimba (Judge), 24
 Woods, Tiger, 95
 words and phrases
 consent not to be unreasonably withheld,
 180–182
 except as, 150
 extra work, 184–189
 notwithstanding, 145–148
 for the same cause, 271n10
 shall (compared to must), 201–202
 sole and absolute discretion,
 180–182, 200
 World Trade Center, 155, 184, 266n15
 Wrigley family (Chicago), 93
- Yale University, 6, 97
 YouTube video offer, 29
- Zimbalist, Efram, 78